

A. G. Contract No. KR93 1422TRN  
ECS File: JPA 93-99  
Project: 66 MO 056 HX018 01C  
Section: SR-66 @ Armour Avenue

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 18 August, 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF KINGMAN, acting by and through its MAYOR and CITY  
COUNCIL (the "City").

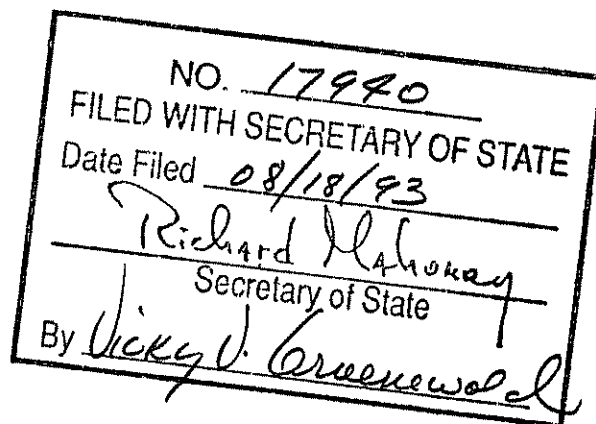
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. The State and the City desire to construct, operate  
and maintain a new traffic signal light warranted on State  
Route 66 at the intersection of Armour Avenue (MP 056.0), at an  
estimated construction cost of \$80,000.00, hereinafter referred  
to as the Project, for the safety and benefit of the motoring  
public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional invoice the City for twenty five percent (25%) of the cost of construction and construction engineering of the Project, estimated at \$20,000.00.

d. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

### 2. The City will:

a. Review the design documents and provide comments.

b. Within thirty days after receipt of an invoice, reimburse the State for twenty five percent (25%) of the cost of the Project, estimated at \$20,000.00.

c. Upon completion and acceptance of the Project by the State, provide electrical energy.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Kingman  
City Manager  
310 N. 4th Avenue  
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF KINGMAN**

**STATE OF ARIZONA**

Department of Transportation

By *Carol S. Anderson*  
CAROL S. ANDERSON  
Mayor

By *Charles K. Eaton*  
CHARLES K. EATON  
State Traffic Engineer

ATTEST

By *Charlene Ware*  
CHARLENE WARE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of June 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation to enter into an agreement with City of Kingman for the purpose of establishing an agreement to provide for the design, construction and maintenance of a new traffic signal on SR-66 at the intersection of Armour Avenue in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.

*Mary E. Petas*  
for LARRY S. BONINE  
Director

**CITY OF KINGMAN  
RESOLUTION NO. 1790**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE  
CITY OF KINGMAN, ARIZONA; AUTHORIZING THE MAYOR TO SIGN  
AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF  
ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE  
SIGNALIZATION OF THE ARMOUR AVENUE/ANDY DEVINE AVENUE  
INTERSECTION.**

**WHEREAS, the City of Kingman is authorized and empowered by Arizona Revised Statutes Section 48-572 to enter into cooperative agreements with other governmental agencies for the purpose of construction or reconstruction of public improvements and any work incidental to or connected therewith; and**

**WHEREAS, the City of Kingman, in order to signalize the intersection of Armour Avenue and Andy Devine Avenue is able and willing to review the design documents and provide comments, reimburse the State for twenty-five percent (25%) of the cost of the project, and provide electrical energy to the project; and**

**WHEREAS, the City Engineer has presented to the Mayor and Common Council at this meeting the proposed form of the "Intergovernmental Agreement Between the State of Arizona and the City of Kingman", with reference to the signalization of the Armour Avenue and Andy Devine Avenue intersection.**

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of Kingman, Arizona, that:**

**Section 1.** The Mayor and Common Council hereby find and determine that the twenty-five percent (25%) share of construction and construction costs and the provision of electrical energy towards the signalization is in the furtherance of the governmental purposes of the City.

**Section 2.** The form, terms and provisions of the "Intergovernmental Agreement Between the State of Arizona and the City of Kingman" is hereby approved; and the Mayor of the City and the Clerk of the City are hereby authorized and directed to execute, attest and deliver said Intergovernmental Agreement.

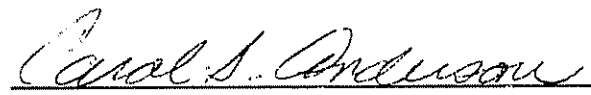
**Section 3.** The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an EMERGENCY is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage and adoption by the Mayor and Common Council of the City, and it is hereby exempt from the referendum provisions of the constitution and law of the State of Arizona.

**PASSED AND ADOPTED this 19th day of July, 1993.**

**ATTEST:**

**APPROVED:**

  
Charlene Ware, City Clerk

  
Carol S. Anderson, Mayor

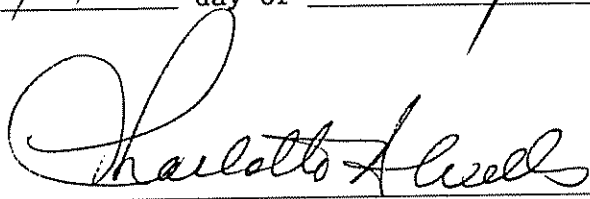


JPA 93-99

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19 day of July, 1993.

  
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City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-1422-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10<sup>th</sup> day of August, 1993.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

8118/